

General Business Terms and Conditions for Lyonesse Members

Version: April 2012

Preamble

Lyonesse Europe AG, with headquarters at Bahnhofstrasse 22, CH-9470 Buchs, and Company Register Number CH 170.3.026.427-4 of the trade register of the St. Gallen Canton operates an international shopping community, which enables the participants (hereinafter referred to as „members“), to receive benefits (hereinafter referred to as „Lyonesse Loyalty Programme“) through the purchase of goods and services from Lyonesse Loyalty Merchants (hereinafter referred to as „Loyalty Merchants“).

The member's contracting partner is thus Lyonesse Europe AG (hereinafter referred to as „Lyonesse“)

1. Object of the agreement

1.1. The member is entitled, in accordance with these General Business Terms and Conditions, to participate in the Lyonesse Loyalty Programme and to receive the benefits that are associated with this (hereinafter referred to as „member benefits“). The member can recommend the Lyonesse Loyalty Programme to additional persons (hereinafter referred to as „recommending person“). The member is not obliged to give recommendations and does not owe Lyonesse any success whatsoever in this regard.

1.2. The goods and services obtained by the member from Loyalty Merchants (hereinafter referred to as „purchases“) are recorded in the Lyonesse Loyalty Programme. The member can, as a basic principle, employ the following possible purchase tools to use the benefits of the Lyonesse Loyalty Programme: the Lyonesse Cashback Card, Mobile Vouchers from the Loyalty Merchants, Original Vouchers and Gift Cards from the Loyalty Merchants, as well as the Online Shops of the Loyalty Merchants.

2. Basis of the agreement

2.1. Upon acceptance of the registration application by Lyonesse the applicant becomes a Lyonesse Member and receives a personal membership number (hereinafter referred to as „ID-number“). This entitles the member to participate in the Lyonesse Loyalty Programme, to begin with within the framework of a Test Membership in accordance with Clause 14.1. Only recorded purchases made by registered members (possessing an ID-number) are taken into consideration by the Lyonesse Loyalty Programme.

2.2. The provided Registration Flyer or the Online Registration Form as well as these General Business Terms and Conditions are applicable to the agreement between Lyonesse and the member. Clause 7.5. applies to the extended member benefits. A deviation from these will not be accepted by Lyonesse.

2.3. The member declares that his information provided to Lyonesse is correct and that he will indemnify and hold Lyonesse harmless in the case of culpably untruthful information.

2.4. The member undertakes to inform Lyonesse in a timely fashion of any changes to his personal details (residential address, mailing address, bank account details, telephone number etc.).

2.5. Each natural person or legal person is only permitted to register once (i.e. a single ID-number). Registration is to take place using the main residence of the member and using the headquarters of the legal person. In the case of multiple registrations the last registered ID numbers shall be deleted. Member benefits that arose only through multiple registration are forfeited. Multiple registrations undertaken in order to obtain unwarranted member benefits authorizes Lyonesse to terminate the agreement for important reasons.

3. Legal relationship

3.1. No working, employment or company relationship (in particular no association membership) of any type whatsoever is established between Lyonesse and the member. Participation in the Lyonesse Loyalty Programme and the recommendation of further members takes place exclusively within the framework of an autonomous, self-employed occupation that is legally independent from Lyonesse.

3.2. The member is only entitled to the member benefits from the Lyonesse Loyalty Programme. The member has no entitlement to compensation above and beyond this. The member is moreover not entitled to the reimbursement of any type of expenses whatsoever.

3.3. The member is not authorized to represent Lyonesse, in particular not to make or to receive statements within the framework of the Lyonesse Loyalty Programme and/or in the course of soliciting of and recommendation of new members. The member is not authorized to receive cash or to carry out the collection of money on behalf of Lyonesse.

3.4. The member is not authorized, without prior written permission from Lyonesse;

- to use logos, writing, claims and similar from Lyonesse or from Loyalty Merchants;
- to prepare business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, prospectuses, websites, advertising materials, large scale mail shots, mailings, home pages or similar concerning Lyonesse or concerning the Lyonesse Loyalty Programme, to distribute them in written, electronic form or in some other miscellaneous manner or to make them publicly accessible (e.g. on internet sites such as YouTube or Facebook);
- to carry out public meetings concerning Lyonesse or the Lyonesse Loyalty Programme, such as, for example, information events, events, workshops, seminars, etc.;
- to recruit retailers, wholesale and other miscellaneous traders, as well as other companies which offer goods or services to final consumers, including filling stations, franchisees and department stores, as Loyalty Merchants or members, to carry out negotiations or preliminary discussions or to pursue an advertising activity of any description whatsoever in order to win such companies, especially not on the companies premises or in the proximity of said premises.

4. Lyonesse Loyalty Programme

4.1. Through purchases made from Loyalty Merchants the member acquires member benefits from the Lyonesse Loyalty Programme in accordance with these General Business Terms and Conditions and namely the Cashback benefit, the Friendship Bonus and possibly the extended member benefits. The member benefits are described in more detail in Clause 7.

4.2. Lyonesse concludes agreements with Loyalty Merchants that make it possible for Lyonesse to grant benefits to members within the framework of the Lyonesse Loyalty Programme. Lyonesse endeavours to agree the best possible conditions and to continuously expand the International Loyalty Merchant Network. The current Loyalty Merchants can be viewed online at www.lyonesse.net and can be obtained - together with the respective granted member benefits - from Lyonesse Europe AG.

4.3. The member can use the following possible tools to make his purchases in order to guarantee that the purchases he makes from Loyalty Merchants are uniformly recorded in the Lyonesse Loyalty Programme:

- Cashback Card: This is not a means of payment, but rather serves solely to record the members purchase data at Loyalty Merchants. The Cashback Card is available as a plastic card or as a mobile App. The purchase data from the Loyalty Merchant recorded using the Cashback Card are forwarded to Lyonesse for the calculation of the resultant member benefits.
- Mobile Vouchers: These can be retrieved with the Lyonesse mobile App using a mobile terminal (smartphones, tablets etc.). Lyonesse provides the mobile vouchers of the Loyalty Merchants in return for payment in advance. The mobile vouchers of the Loyalty Merchants can then be used to make purchases. Lyonesse calculates the member benefits resulting from this using the voucher order as a basis.
- Original vouchers or Gift Cards: These can be ordered by writing, by telephone or online from Lyonesse or from voucher selling point. Following payment in full, Lyonesse provides the Original Vouchers or Gift Cards of the Loyalty Merchants. Lyonesse calculates the membership benefit resulting from this using the voucher order as a basis.
- Online Shopping: select the Online Shop of the Loyalty Merchant via www.lyonesse.net and log-in using the Lyonesse access data. The purchase data from the Loyalty Merchant that are recorded via an online interface or cookies and tracking are forwarded to Lyonesse for the calculation of the resulting member benefits.

5. Ordering of Vouchers

5.1. Original Vouchers and Gift Cards and Mobile Vouchers (hereinafter referred to collectively as „Vouchers“) are value and goods vouchers of the Loyalty Merchants which can only be redeemed at the respective Loyalty Merchant. The equivalent value of an individual value or goods voucher corresponds to the amount shown on the voucher.

5.2. Ordering of Original Vouchers and Gift Cards by the member takes place in written form using the order form or online at www.lyonesse.net (login area). Ordering of

Mobile Vouchers takes place using the Lyonesse App for mobile terminals (e.g. smartphone, tablet, etc.) or using a browser at m.lyonesse.net.

5.3. The ordered vouchers can be paid for stating the ID-number. The ordered vouchers will be dispatched to the member following receipt of the full purchase price by Lyonesse.

5.4. Down payments can also be made for binding orders for Original Vouchers and Gift Cards. The benefits of a down payment only arise through participation in the extended member benefits in accordance with Clause 7.5. The Original Vouchers and Gift Cards are only available to the member following payment in full.

5.5. Original Vouchers and Gift Cards which are ordered and partially paid for in advance pursuant to Clause 5.4 can be subdivided into partial amounts. The voucher for the partial amount is available to the member as soon as the partial amount, minus the proportionate down payment, has been paid. If, for example, a down payment of 50 Euro is made for a voucher for 1000 Euro for a Loyalty Merchant, the member can receive a partial voucher for 100 Euro in advance by making a partial payment of 95 Euro. With this, there remains for the member a down payment of 45 Euro on a voucher of 900 Euro. Down payment and partial payment amounts are nevertheless dependent on the respective conditions agreed with each Loyalty Merchant.

5.6. Vouchers dispatched from Lyonesse are non-returnable and payments that have been made cannot be refunded, unless, that is, a case under Clause 6.1. exists; the right of cancellation under the provisions of the distance selling legislation remains unaffected (see in this regard consumer information and instructions on the right of cancellation). The Loyalty Merchant is also not obliged to pay out balances in cash. In the event that vouchers that the member has collected from Lyonesse or already received by post or online are lost or stolen, Lyonesse shall assume no liability for a possible unlawful redemption, unless, that is, the member has notified Lyonesse of the loss or theft and Lyonesse neglected to take reasonable measures to prevent the unlawful redemption.

5.7. Vouchers ordered from and sent by Lyonesse to the member can only be redeemed in each case at the Loyalty Merchant specified by the member when ordering the Voucher and at the Loyalty Merchant correspondingly named on the voucher. The agreement concluded upon redemption of the voucher comes into existence solely between the Loyalty Merchant (voucher issuer) and the member (voucher owner). Lyonesse is not liable for claims arising from this contractual relationship.

5.8. Lyonesse reserves the right to decline orders for vouchers.

5.9. Fully paid vouchers dispatched by Lyonesse to the member are freely transferable, i.e. the member can, for example, pass the voucher on to any other person that he chooses.

6. Service disruptions

6.1. The scope of services provided by Lyonesse is restricted to the carrying out of the Lyonesse Loyalty Programme as described in Clauses 4. and 5. (registration, sale and dispatch of vouchers from the Loyalty Merchants, settlement of the agreed conditions with the Loyalty Merchants etc.). In this respect, Lyonesse guarantees, within the framework of the statutory liability for defects, that the vouchers purchased by the member can be redeemed and used to fulfil the payment obligation arising from a purchase made at a Loyalty Merchant. Provided that this is not possible, the member can exchange the voucher at Lyonesse for the voucher of another Loyalty Merchant (member benefits may differ, cf. Clause 7.6.).

6.2. The rights and obligations stemming from purchases made by the member using the tools described in Clause 4.3. solely affect the respective Loyalty Merchants. Lyonesse thus assumes no warranty or liability, following the conclusion of the contract with the Loyalty Merchant, for performance obligations of the Loyalty Merchants, especially in the case of non-performance or improper performance.

6.3. In the event of non-performance or improper performance by the Loyalty Merchant, the member has no claim against Lyonesse for a complete or partial refunding of the redeemed voucher amount, for the issuing of a further voucher, for a cash payment or another miscellaneous remuneration or compensation. Any claims of the member in the case of non-performance or improper performance exist solely against the Loyalty Merchant.

7. Member benefits from the Loyalty Programme

7.1. Purchases which are entered in the Lyonesse Loyalty Programme enable the member to enjoy member benefits. The member benefits are based on the contractually agreed conditions between Lyonesse and the respective Loyalty Merchant. The percentage level of the member benefit varies according to the Loyalty Merchant, the sector and the region. The member benefits comprise Cashback (Clause 7.2.), the Friendship Bonus (Clause 7.3.) and, contingently, the extended member benefits (Clause 7.5.).

7.2. Cashback: for purchases which are entered into the Lyonesse Loyalty Programme, the member receives up to 2 % Cashback. The percentage specified by the respective Loyalty Merchant at www.lyonesse.net (login area) is valid for Cashback. Cashback payments take place in accordance with Clause 7.4.

7.3. Friendship Bonus: for purchases made by members who were directly recommended by the recommending person (persons who have registered with Lyonesse on the basis of the recommendation by the member) as well as those made by members solicited by these (indirectly solicited members) which are entered into the Lyonesse Loyalty Programme, the member receives, in each case, up to 0.5 % of all purchase amounts as Friendship Bonus. A Friendship Bonus does not accrue for other indirectly solicited members. The percentage specified by the respective Loyalty Merchant at www.lyonesse.net (login area) is valid for the Friendship Bonus. Friendship Bonus payments take place in accordance with Clause 7.4.

7.4. In the case that the Cashback card is used and for purchases made via Loyalty Merchant Online Shops, member benefits stemming from purchases made which were settled by the Loyalty Merchant with Lyonesse by Sunday, 2300 hours are credited to the member. Lyonesse ensures that the Loyalty Merchants settle, at the latest, within the three months following the purchase. In the case that vouchers are used, the Cashback amount is already credited to the member following the receipt of the payment of the voucher price by Lyonesse. The entitlement of the member to the bank transfer of credits from Cashback and the Friendship Bonus exists for sums equal to or greater than the minimum bank transfer amount, in accordance with Clause 16.4. The member is informed about the transferred amount by SMS/push-message each Tuesday.

7.5. Members moreover have, under certain conditions, the possibility to receive extended member benefits through their own purchases and the purchases made by all directly and indirectly solicited members or to become a Premium Member. The conditions that are applicable for the extended member benefits can be viewed at www.lyonesse.net (login area) in the personal online office. The more detailed conditions for down payments are also defined there.

7.6. Lyonesse endeavours, through the agreement of more favourable conditions with Loyalty Merchants, to achieve the long term maintenance of member benefits or indeed to increase these benefits. Lyonesse is authorized, with a notice period of 4 weeks, to change the member benefits afforded by individual Loyalty Merchants, provided that, and to the extent that the conditions agreed with the Loyalty Merchants are changed. The current applicable conditions are published at www.lyonesse.net (login area). For the calculation of the member benefits to which the member is entitled, the conditions are to be used which, according to Clause 15.2, were applicable at the time point at which the member paid for the voucher in full or (for use of the Cashback Card or purchases in the Online Shop) made the payment to the Loyalty Merchant in full.

8. Online Office & Services

8.1. Lyonesse offers every member an Online Office on the Lyonesse Website free of charge at www.lyonesse.net (login area), where, after entering user name and password he can, at any time, view the purchases that he has made, recommended members, as well as information concerning member benefits from the Lyonesse Loyalty Programme. Lyonesse is only liable for a possible non-availability of the Lyonesse Website and the login area at www.lyonesse.net pursuant to Clause 11.

8.2. The access data for the use of the Online Office (user name, password and PIN) are to be kept by the member in a secure manner and to be treated as strictly confidential. Access data may not under any circumstances be made accessible to third parties. Personal settings can be changed at any time by the member at www.lyonesse.net (Login area).

8.3. The member undertakes to report every improper usage of his online access without delay to Lyonesse. Following the immediate locking of his access, the member will in turn subsequently receive modified access data by SMS, E-Mail or by mail. Lyonesse is only liable for damages suffered by the member resulting from improper usage according to Clause 11.

9. Data protection

9.1. To the extent that it is necessary for the execution of the Lyonesse Loyalty Programme, in other words for the calculation of member benefits, Lyonesse, as the responsible entity under data protection legislation, collects, stores and processes the personal data of members. Within the framework of the settlement of the Friendship Bonus and the extended member benefits, Lyonesse makes purchase volume data available to the recommending person. Provided that the member gives his consent, Lyonesse also uses the data of the members for personalized information about offers and products from Lyonesse and Lyonesse Loyalty Merchants and can exchange

anonymized, purchase-relevant data for the use of the Loyalty Programme with the respective Loyalty Merchants which are located abroad, insofar as this is necessary for the implementation of the business relationship. Concerning possible data disclosure abroad, Lyonesse undertakes to guarantee the adequacy of data protection in the target country.

9.2. All enquiries regarding information, modification as well as deletion of data can be sent in writing directly to Lyonesse Europe AG. Lyonesse reserves the right within the framework of the legislation to decline to process enquiries, in particular those which abuse rights, those which are repeated inappropriately often, are placed in a systematic manner or which threaten the data security of other members.

9.3. Further relevant provisions under data protection legislation for the use of the Lyonesse website can be found in the data protection declaration at www.lyonesse.net.

9.4. Lyonesse employs internationally recognized security technologies to protect the data of members against unauthorized access. Lyonesse is only liable for the security of data that is transmitted over the internet pursuant to Clause 11.

10. Consent under data protection legislation

The member agrees - at all times on a cancellable basis - that Lyonesse may collect personal data concerning his purchasing behaviour (interests and preferences etc.) within the framework of the Lyonesse Loyalty Programme and use this information to design personalized information as well as for the establishment of postal or personal contact for the promotion of the Lyonesse Loyalty Programme and the offers of the Loyalty Merchants. The member furthermore agrees that the volume of his purchases within the framework of the Loyalty Programme (e.g. Friendship bonus) may be disclosed to third parties (e.g. his recommending person) and, if need be, abroad. If this should not be wanted, the member can cancel his consent for the future by telephoning Lyonesse Europe AG or via E-Mail europa.office@lyonesse.ag.

11. Liability

11.1. Lyonesse is liable without limitation for injury to life, physical injury or damage to health due to intentional or negligent dereliction of duty on the part of Lyonesse. Lyonesse is also liable without limitation for other miscellaneous damages due to an intentional or negligent dereliction of duty on the part of Lyonesse

11.2. Other claims for damages are excluded subject to the ensuing Clause 11.4. This applies in particular, provided that Lyonesse is in no manner responsible, e.g. for

- disruptions to the availability of access by the member to the internet
- other technical and electronic errors (i) during a data transmission via the internet as well as (ii) during the use of the Lyonesse internet portal, the Lyonesse SMS service and Lyonesse applications for mobile terminals, provided that these errors do not lie within the area of responsibility of Lyonesse,
- the non-availability of mobile communication networks or terminals
- the lack of functionality of the members' mobile terminals.

The purchase agreement for goods or the agreement concerning services comes into existence solely between the member and the Loyalty Merchant involved.

11.3. Insofar as the liability for Lyonesse is limited or excluded, the limitations or exclusions are also applicable to the personal liability of the employees, the statutory representatives and agents of Lyonesse.

11.4. The limitations to liability and liability exclusions pursuant to this Clause 11. leave the liability of Lyonesse pursuant to the mandatory statutory provisions of product liability legislation unaffected.

12. Costs

12.1. Registration for and participation in the Lyonesse Loyalty Programme is free of charge for the member.

12.2. The Lyonesse Cashback Card is free of charge for the member in the course of the registration process. The member has the possibility at any time to order a new card if his card is lost or show signs of wear and tear (Clause 16.6.). The possibility exists at all times for the member to use the mobile Cashback Card free of charge.

13. Termination of the contractual relationship by the member

13.1. The member is entitled to terminate the contractual relationship with Lyonesse at any time by means of a written declaration. The member is further not obliged within the framework of the on-going contractual relationship to make purchases, solicit members or to carry out other miscellaneous tasks.

13.2. In the event that the contractual relationship is terminated, the member is only entitled to those member benefits from the Loyalty Programme for which the basis was already set at the time point at which the agreement was terminated, i.e. if the purchase qualifying for the Cashback or Friendship Bonus was already made at the time point at which the agreement was terminated.

13.3. In the event that the contractual relationship is terminated, an entitlement to the return of down payments/partial payments does not exist for down paid/partially paid orders (Original Vouchers and Gift Cards). The member does however have the possibility, before terminating the contractual relationship, to pay the amount still open for the ordered Original Vouchers and Gift Cards. Following receipt of the full purchase price the ordered Original Vouchers and Gift Cards will be dispatched to the member.

14. Termination of the contractual relationship by Lyonesse

14.1. Lyonesse reserves the right to cancel the ID-number and thus the contractual relationship with a member, which has not made a purchase within the 30 days following receipt of the ID-number (Test Membership). The cancellation shall be declared at the latest within 2 weeks following the expiry of the 30 days.

14.2. The contractual relationship can be properly terminated by Lyonesse, i.e. without stating a reason, with a cancellation period of 8 weeks or, with immediate effect with important reasons. Important reasons, aside from significant damage to the commercial interests or reputation of Lyonesse or to the respective Loyalty Merchants, are deemed to be, in particular, the infringement of key contractual obligations, provided that the damage or infringement is not stopped within a reasonable grace period following the receipt of a written demand to this effect. The obligations of the member pursuant to Clauses 2.3 and 2.4 fall within the key contractual obligations.

14.3. The member fully indemnifies and holds Lyonesse harmless in case of culpable contravention of this statement of facts.

14.4. Lyonesse reserves the right, at its own discretion (e.g. following a death) to cancel irrevocable orders of Original Vouchers and Gift Cards with a contract termination and to reimburse paid advance payments/partial payments, minus an administration fee, and the paid out member benefits.

15. General provisions

15.1. Individual agreements with Lyonesse reached in isolated cases have, in all events, precedence over these General Business Terms and Conditions. A written agreement or a written confirmation from Lyonesse is decisive concerning the content of agreements of this type. It is assumed that the parties have not reached an oral agreement. Lyonesse is moreover entitled to send the member contractual declarations and information that is required for the execution of the agreement, also by SMS or by E-Mail, provided that the member does not object to this.

15.2. Lyonesse continually publishes the currently applicable conditions at www.lyonesse.net (login area). The member is advised to regularly check the status of the respective conditions on the Lyonesse website.

15.3. Changes to these General Business Terms and Conditions and to other contractual agreements between the member and Lyonesse communicated to the member in text form are deemed to have been accepted by the member if the member does not object to their validity within the 14 days following the receipt of the notification of change. Lyonesse will especially point out to the member the intended meaning of his behaviour at the beginning of the grace period. The changes to the General Business Terms and Conditions shall only be deemed to have been accepted by the member if this information has actually been issued.

15.4. Insofar as gender specific expressions are used in the content of the agreement, both female as well as male persons and also legal persons are thereby referred to.

15.5. Should provisions of the basis of the agreement be completely or partly ineffective or unworkable, this shall not affect the effectiveness of the remaining provisions.

16. Miscellaneous provisions

16.1. Swiss law is to be applied to the contractual relationship. Application of the UN sales convention is excluded.

16.2. The agreed place of performance for all contractual performances is the headquarters of Lyonesse Europe AG, in Buchs/Switzerland.

- 16.3. Registration for and participation in the Lyonesse Loyalty Programme is possible after the age of 18 years has been reached.
- 16.4. The entitlement to a weekly transfer comes into effect for an amount of at least EUR 100.
- 16.5. The member undertakes that all dues, fees, taxes etc. which arise for the member through the receipt of member benefits will be borne by himself.
- 16.6. The costs for the issuing of a replacement Cashback Card amount to EUR 8.